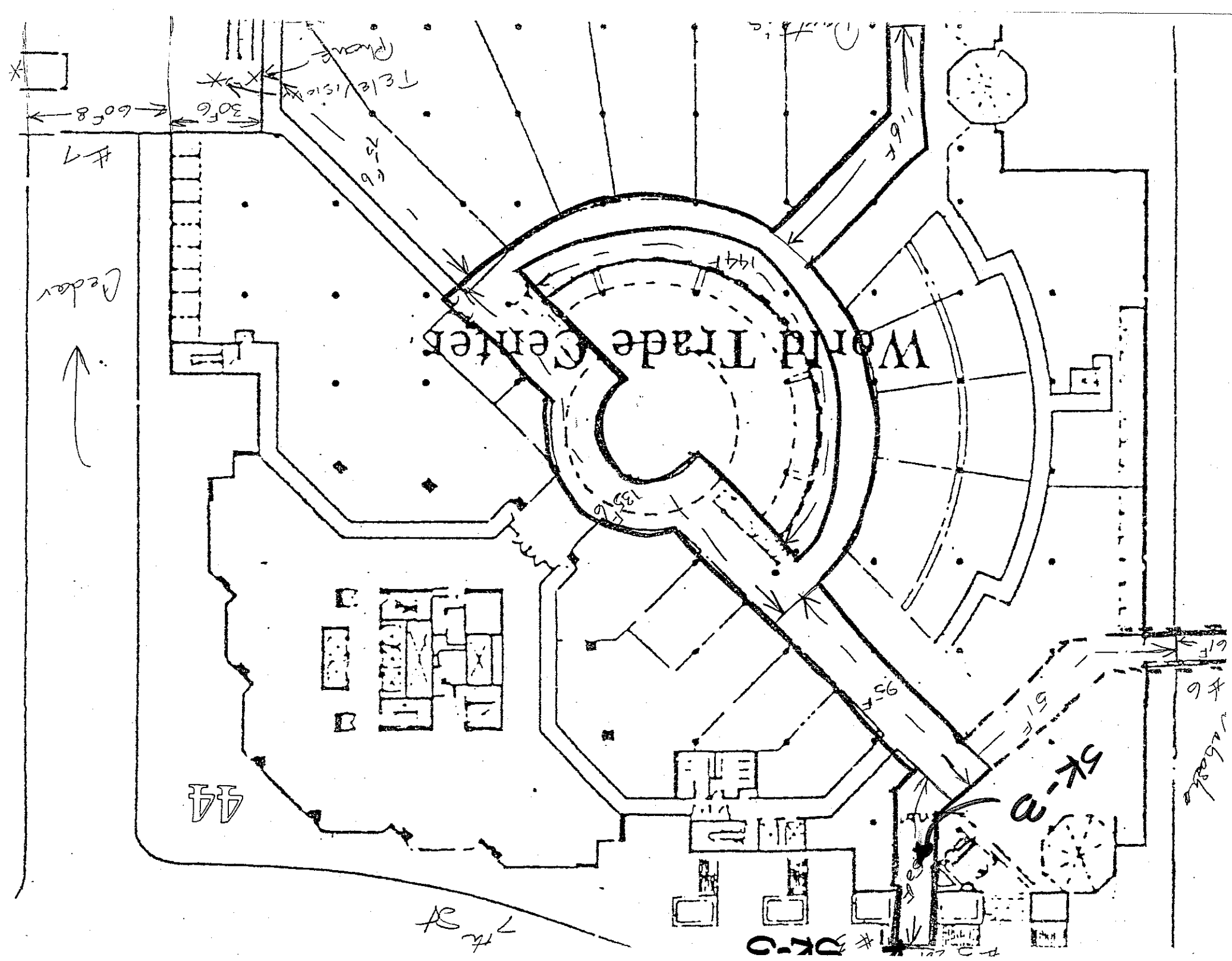




ESTOPPEL CERTIFICATE OF
THE CITY OF SAINT PAUL

To: ZELLER REALTY CORPORATION
211 E. Ontario Street, Suite 550
Chicago, IL 60611

Re: Skyway Bridge Agreement (Seventh Street)

3
(SK 25)

Ladies and Gentlemen:

The City of Saint Paul hereby states to Zeller Realty Corporation ("Zeller") that to the best of its knowledge and belief:

1. The undersigned is a party to that certain Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Seventh Street Between Wabasha and Cedar Streets and Associated Pedestrian Concourses (the "Agreement") between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, and BCED Minnesota, Inc. (BCED Minnesota, Inc., is the predecessor-in-interest to Principal Life Insurance Company, hereinafter referred to as "Principal") dated August 1, 1990.

2. The Agreement is in full force and effect and is unmodified.

3. As of the date of this certificate, Principal is not in default in the performance of the Agreement nor is there any breach thereof which may, with the passage of time, become an event of default.

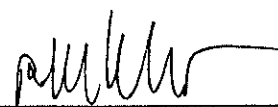
4. There are no payments, fees or expenses due to or from the undersigned in connection with the Agreement.

5. Principal has performed all requirements for which Principal is responsible under the Agreement, except that Principal has not provided a surety bond as required by the Agreement.

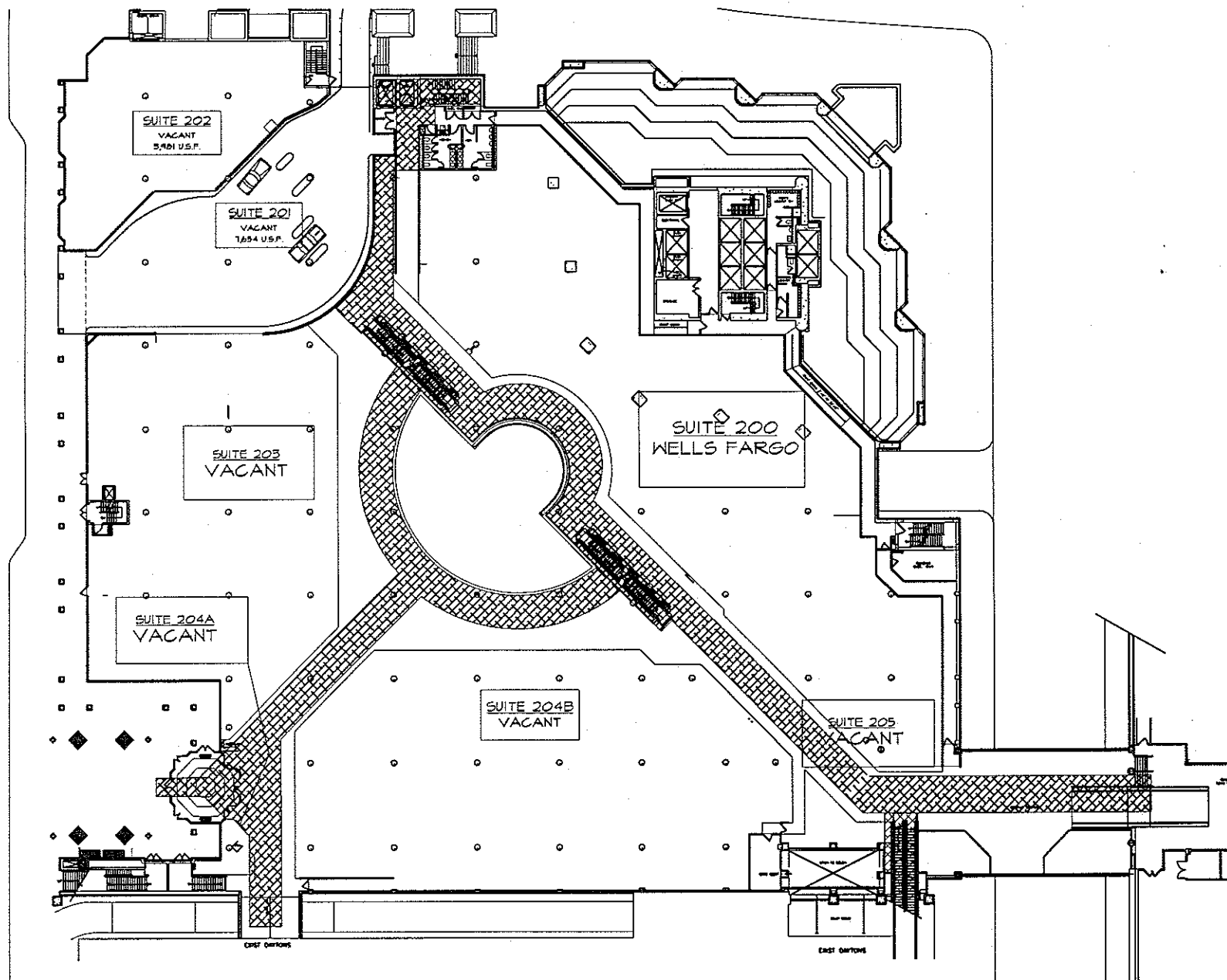
6. The undersigned is delivering this certificate to Zeller in connection with Zeller's purchase of the property commonly known as the Minnesota World Trade Center. This certificate is intended for the sole benefit of Zeller and may not be relied upon by any other person without our prior written consent.

Executed on April 20, 2000, at Saint Paul, Minnesota.

CITY OF SAINT PAUL

By 

Its VALUATION & ASSESSMENT ENGINEER

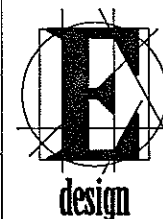


WORLD TRADE CENTER
FLOOR 2 - ATRIUM

PROPOSED EXITWAY/SKYWAY
Scale: NOT TO SCALE - DO NOT MEASURE

Date: 11.27.00
Revision Date: 11.27.00

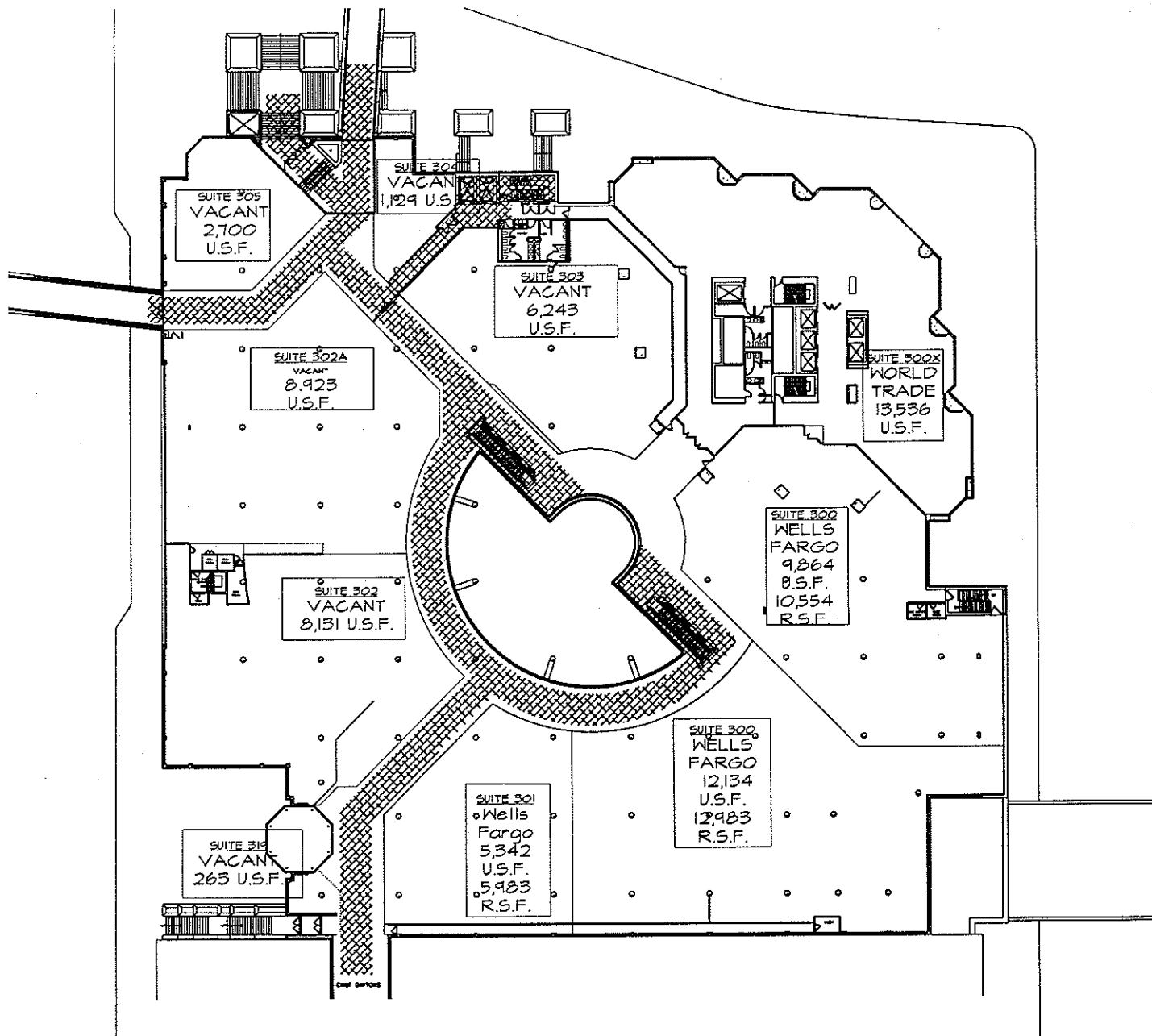
Project Number: 9932.00
Sheet Number: CLP-2



Interior Architecture & Design

1422 West Lake Street, Suite 300
Minneapolis, Minnesota 55408

Tel: 612-822-1211 Fax: 612-822-1006
Email: e-design@mr.net



WORLD TRADE CENTER
THIRD FLOOR - ATRIUM

PROPOSED EXITWAY/SKYWAY
Scale: NOT TO SCALE - DO NOT MEASURE

Date: 9.10.00
Revision Date: 11.27.00

Project Number: 9932.00
Sheet Number: CLP-3



Interior Architecture & Design

1422 West Lake Street, Suite 300
Minneapolis, Minnesota 55408

Tel: 612-822-1211 Fax: 612-822-1006
Email: e-design@mr.net

ESTOPPEL CERTIFICATE OF
THE CITY OF SAINT PAUL

To: ZELLER-WORLD TRADE, L.L.C. ("Zeller")
211 E. Ontario Street, Suite 550
Chicago, IL 60611

Massachusetts Mutual Life Insurance Company ("Mass Mutual")
c/o David L. Babson & Company, Inc.
1295 State Street
Boston, MA 01111-0001

Re: **Skyway Bridge Agreement (Seventh Street)**

Ladies and Gentlemen:

The City of Saint Paul hereby states to Zeller and Mass Mutual that to the best of its knowledge and belief:

1. The undersigned is a party to that certain Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Seventh Street Between Wabasha and Cedar Streets and Associated Pedestrian Concourses (the "Agreement") between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, and BCED Minnesota, Inc. (BCED Minnesota, Inc., is the predecessor-in-interest to Principal Life Insurance Company, hereinafter referred to as "Principal") dated August 1, 1990.

2. The Agreement is in full force and effect and is unmodified.

3. As of the date of this certificate, Principal is not in default in the performance of the Agreement nor is there any breach thereof which may, with the passage of time, become an event of default.

4. There are no payments, fees or expenses due to or from the undersigned in connection with the Agreement.

5. Principal has performed all requirements for which Principal is responsible under the Agreement, except that Principal has not provided a surety bond as required by the Agreement.

6. The undersigned is delivering this certificate to Zeller and Mass Mutual in connection with Zeller's purchase and financing of the property commonly known as the Minnesota World Trade Center. This certificate is intended for the sole benefit of Zeller and Mass Mutual and may not be relied upon by any other person without our prior written consent.

Executed on July ____, 2000, at Saint Paul, Minnesota.

CITY OF SAINT PAUL

By 
Its Valuation & Assessment Director

EXHIBIT "2"

Cedar Street Level

Public Easements

▨ PED (skyway)

▩ PED (skyway)

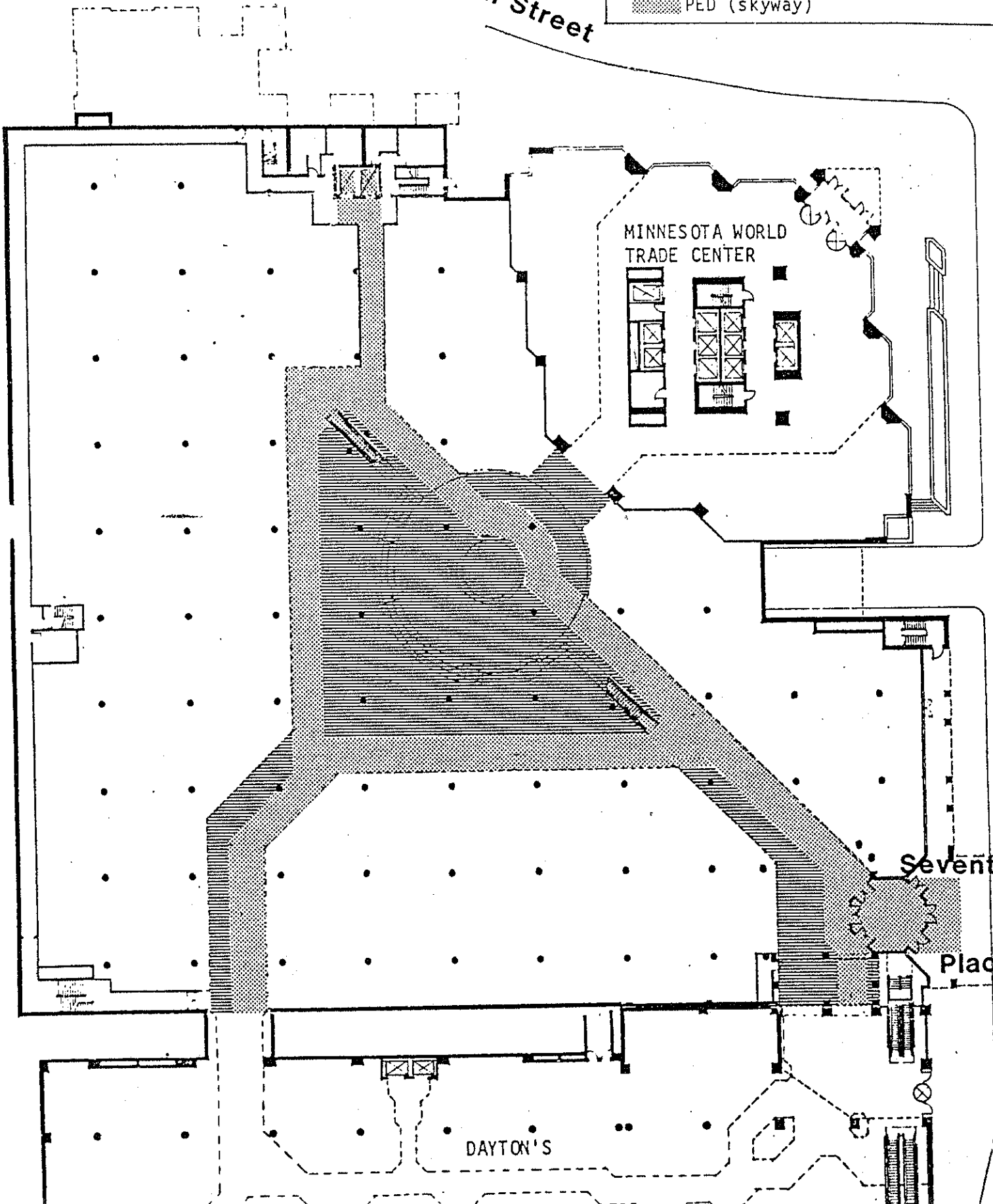
Eighth Street

MINNESOTA WORLD
TRADE CENTER

Seventh

Place

DAYTON'S



Uabasha
#6

#3 201'

SK-3

7th St

44

World Trade Center

Cedar

#7

Television
Phone

30' 6"

60' 8"



05-09-1994 11:14AM FROM BROOKFIELD

TO

925200:4 P.01

OK

Skyway Bridge No. 3

SKYWAY BRIDGE MAINTENANCE

		WTC	BLDG	BLDG	MOBI RAMP
MAINTENANCE					
Cleaning					
	Doors	X			X
	Interior windows	X			
	Exterior windows	X			
	Floors (sweep, mop, wax)	X			
	Metal trim, base (dust, remove wax)	X			
	Below ramping	X			
	Clean light fixtures	X			
	Replace light bulbs	X			
	Change HVAC filters	X			
Repair/Replace					
	Doors	X			X
	Windows	X			
	Floors (retiling, carpeting)	X			
	Roof/Ceiling	X			
	Painting, interior	X			
	Painting, exterior	X			
OPERATIONS					
	HVAC/Mechanical	X			
	Lighting/Electrical	X			
INSURANCE					
	Casualty Insurance/Public Liability	X			X
	Surety Bond	X			X
SURVEILLANCE					
		X			X
SIGNAGE					

Building
Contact
Address

WORLD TRADE CENTER
STEVE PAULING
30 EAST 7th ST.
SUITE: 2270
ST. PAUL, MN 55101
291-8900

Phone

Signature
Date

Steve Pauling
9/7/94

Building
Contact
Address

Miami Ramp
Cheri Anderson
477 W. 1st St.
St. Paul, MN 55101

Phone

Signature
Date

612-371-0138
Cheri Anderson
9/7/94

Post-It® brand fax transmittal memo 7671

* of pages * 2

To: John Mawardi
Cc: Steve Pauling



UNITED PROPERTIES

Worldwide Real Estate Services

July 27, 2000

City of Saint Paul
Real Estate Division
140 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102

Re: Notice of Sale
Minnesota World Trade Center

Ladies and Gentlemen:

The purpose of this letter is to notify the City of Saint Paul, Minnesota (the "City") of the sale of the Minnesota World Trade Center by Principal Life Insurance Company to f/k/a Principal Mutual Life Insurance Company Zeller-World Trade, L.L.C. The City is a party to various agreements with the predecessor in interest to Principal Life Insurance Company, including:

1. Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Seventh Street Between Wabasha and Cedar Streets and Associated Pedestrian Concourses (the "Agreement") between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, and BCED Minnesota, Inc. (BCED Minnesota, Inc., is the predecessor-in-interest to Principal Life Insurance Company, hereinafter referred to as "Principal") dated August 1, 1990.

2. Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Wabasha Street Between Seventh Place and Seventh Street and Associated Pedestrian Concourses (the "Agreement") between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, The Children's Museum, Incorporated, Petula Associates Ltd. and Brookfield Trade Center, Inc. (Petula Associates Ltd. and Brookfield Trade Center, Inc. are the predecessors-in-interest to Principal Life Insurance Company, hereinafter called "Principal") dated in 1994.

3. Seventh and Cedar Skyway Agreement dated March 7, 1983, by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, City of Saint Paul, Dayton Hudson Corporation, and Oxford Development Minnesota, Inc.

In accordance with the terms of the above agreements, you are hereby notified that the notice address for Zeller-World Trade, L.L.C. is as follows:

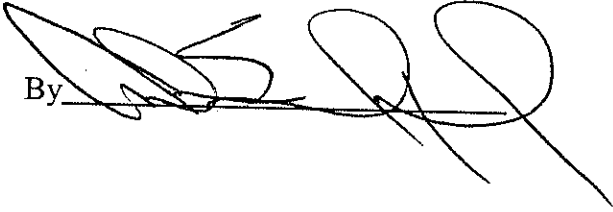
City of Saint Paul
July 27, 2000
Page 2

211 E. Ontario Street
Suite 550
Chicago, IL 60611
Attn: Paul M. Zeller

Any questions regarding the maintenance and management of the Minnesota World Trade Center should be sent to the immediately preceding address.

Thank you for your attention to this matter.

UNITED PROPERTIES

By 

FIRST AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION,
MAINTENANCE AND OPERATION OF A SKYWAY BRIDGE OVER SEVENTH STREET
BETWEEN WABASHA AND CEDAR STREETS AND ASSOCIATED PEDESTRIAN
CONCOURSES

WORLD TRADE CENTER

THIS FIRST AMENDMENT TO AGREEMENT (the First Amendment) is made and entered into this ____ day of _____, 2001, by and among the City of St. Paul, a Minnesota municipal corporation (the City), the Housing and Redevelopment Authority of the City of St. Paul, Minnesota, body politic and corporate under the laws of the State of Minnesota (the Authority) and Zeller World Trade, L.L.C., an Illinois limited liability company (Zeller World Trade).

WITNESSETH:

WHEREAS, the City, the Authority, and Zeller World Trade's predecessor in interest, BCED Minnesota, Inc., did enter into that Skyway Agreement dated August 1, 1990, relating to the maintenance and operation of a skyway bridge and pedestrian concourses (the Skyway Agreement); and

WHEREAS, the City and the Authority through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District (Skyway System); and

WHEREAS, the City, pursuant to Minnesota Laws Chapter 764 is authorized to operate the Skyway System; and

WHEREAS, Zeller World Trade has acquired Block 26 referred collectively as the "World Trade Center"; and

WHEREAS, Zeller World Trade has agreed to a lease and tenancy with Wells Fargo Bank, N.A. (Wells Fargo) as a major anchor tenant of the World Trade Center; and

WHEREAS, this Amendment to the Skyway Agreement touches and concerns the real property depicted in Exhibit A attached hereto; and

WHEREAS, Zeller World Trade has agreed with Target Corporation to permanently close one point of access between Dayton's and the World Trade Center to accommodate the retenanting and redevelopment of both parties.

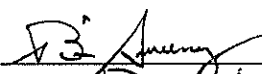
WHEREAS, the parties hereto believe it desirable that the Skyway System be operated in conformance with the areas depicted on the attached Exhibit B; and

WHEREAS, the operation of the Skyway System necessitates pedestrian ingress, egress and transit through certain portions of the World Trade Center.

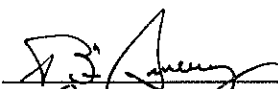
NOW, THEREFORE, BE IT RESOLVED, and agreed by the parties hereto as follows:

1. Design and Construction. Zeller World Trade will, subject to the approval of the City, construct, at its expense, all improvements relating to the Skyway System.
2. Ratification. As it is specified herein, the parties hereto ratify and affirm the Skyway Agreement.
3. Binding Effect. This First Amendment amends and supplements the Skyway Agreement, if there is a conflict between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall control. This First Amendment shall be binding upon and inure to the benefit of the parties hereto.

CITY OF ST. PAUL

By: 
Its: Director, Dept. of
Planning and Economic Development

THE HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF ST. PAUL

By: 
Its: Executive Director

ZELLER-WORLD TRADE CENTER, L.L.C.
By: ZELLER-WTC, L.L.C., its Manager

By: _____

Its: _____

G:\DOCS\TKEANE\0643695.01

August 1, 1990

**AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER SEVENTH STREET
BETWEEN WABASHA AND CEDAR STREETS AND
ASSOCIATED PEDESTRIAN CONCOURSES**

**WORLD TRADE CENTER
BLOCK 23 PARKING RAMP**

THE CITY OF SAINT PAUL

1990

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SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of August, 1990, by and among the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, hereinafter referred to as the "City"; the **HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA**, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Authority"; and **BCED MINNESOTA INC.**, a Minnesota corporation, hereinafter referred to as "BCED".

WITNESSETH:

WHEREAS, the City of Saint Paul and the Authority, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District, hereinafter referred to as the "System"; and

WHEREAS, the City, pursuant to Chapter 764, Laws of Minnesota 1973, is authorized to operate the System; and

WHEREAS, the Authority is the owner of the Southerly portion of Block 23, that block bounded by vacated Ninth, Exchange, Wabasha and Cedar Streets in St. Paul, and more particularly described as consisting of a 544 car public parking ramp facility; and

WHEREAS, BCED is developing Block 26 pursuant to a Public/Private Agreement for Land Sale and Development

("Development Agreement") dated July 3, 1985, which Development Agreement provides for certain undertakings with respect to the construction and extension of the System, said development and structures thereon to be referred to collectively as "Trade Center"; and

WHEREAS, APCOA, Inc. (APCOA, Inc., and any successor lessees or operators are herein referred to as the "Ramp Tenant"), will become a long term lessee of improvements on Block 23 and desires to consent to the connection of a skyway bridge to such improvements (hereafter, the "Ramp") and to the construction, operation, and maintenance of a public pedestrian concourse through such Ramp; and

WHEREAS, this Agreement touches and concerns the real property described in Exhibit C attached hereto; and

WHEREAS, BCED agrees to the construction by the City of a skyway pedestrian bridge across Seventh and vacated Ninth Streets from the Trade Center to the Ramp (sometimes herein the "bridge" or the "skyway bridge"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the Trade Center to the skyway bridge across Seventh and vacated Ninth Streets and declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress, and transit through certain portions of the Trade Center and the Ramp; and

WHEREAS, all parties hereto are desirous of the construction of the skyway bridge over Seventh and vacated Ninth Streets; and

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge connecting the Ramp with the Trade Center; and

WHEREAS, a benefit will inure to the respective property owners and Ramp Tenant by virtue of being linked to the System,

NOW, THEREFORE, BE IT RESOLVED AND AGREED TO BY THE PARTIES HERETO AS FOLLOWS:

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. **Design and Construction.** The City agrees to design and cause to be constructed a skyway bridge connecting the Ramp with the Trade Center in accordance with City-approved plans and specifications prepared by Hammel, Green and Abrahamson, and reviewed by BCED and the Authority. The City will construct any mechanical, electrical, and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract for the skyway bridge. BCED shall reimburse the City for fifty percent (50%) of the total bridge construction cost incurred and expended by the City for said bridge; provided, that BCED shall not be obligated to pay any costs for support structures at the Ramp end of the bridge or any additional costs for support structures at the Trade Center end of the bridge which are caused by increased

structural loads due to any subsequent relocation or redesign of the bridge; and further provided, that BCED shall be obligated to pay only fifty percent (50%) of the total bridge construction costs for a bridge designed to enter the Trade Center substantially perpendicular to the vertical plane of the wall at the point of connection, with the increased costs caused by a bridge entering the Trade Center otherwise than said substantially perpendicular to be borne by the City (or the Authority or other party or revenue source which is liable to the City therefor). See paragraph 3 hereof for additional descriptions of improvements to be included as a part of the skyway bridge.

Following substantial completion of the bridge and within thirty (30) days after receipt of a City invoice and accompanying statement (in reasonable detail and containing copies of all relevant contracts, invoices, lien waivers and statements) showing the total design and construction costs for the skyway bridge, BCED shall make payment in full to the City of its percentage share as hereinabove agreed. In the event BCED fails to pay its respective cost share within said thirty (30) day period, it is hereby agreed that the City may assess the respective unpaid amount due and owing against the real property (both land and buildings) described herein as the Trade Center. BCED, for itself and for its successors and assigns, agrees that the skyway bridge and its related support structures which are

constructed by the City are public improvements and benefit its building(s) and land, and that all unpaid costs therefor which BCED has agreed to pay in accordance with the terms hereof, and which have not been paid in accordance with the terms of the preceding two sentences, may be included in the property assessment roll submitted by the City to Ramsey County, for collection with real estate taxes, without compliance with normally applicable statutory, Charter or ordinance provisions. In connection with the inclusion of all such unpaid amounts in the said assessment roll, and provided that the bridge is constructed substantially in accordance with the terms hereof, and further provided that BCED's share of the cost thereof is determined and billed in accordance with the provisions hereof, BCED for itself and for its successors and assigns, hereby waives and releases all rights, remedies, protections, procedures, or benefits accruing to them under Chapters 13 and 14 of the St. Paul City Charter, Chapter 64 of the St. Paul Administrative Code, Chapter 429 of the Minnesota Statutes, and any other law, rule, statute, ordinance or regulation relating to the assessments or their collection. Such waiver and release includes and applies (without limitation implied by the following specification) to notice, hearing, and any other opportunity to be heard, appeal and/or other appellate rights, trial de novo, and any lack of compliance by any officer, agent, employee, board or Council of the City with the requirements or provisions of a

constitution, statute, charter, or ordinance on or related to assessments. The foregoing waiver and release shall not be construed to be amended or modified in any respect if the assessment hereunder is included in some or all of the normal or customary assessment procedures of the City. BCED's foregoing waiver and release is limited to the matters specifically mentioned, and does not apply to any rights, remedies, protections, procedures or benefits it may have under this Agreement or otherwise at law or in equity not waived or released herein, and BCED may, notwithstanding that it has been assessed in accordance with the foregoing, enforce all other rights and remedies it has under this Agreement against the City and/or any other party with respect to other claims and rights hereunder. In no event will the aggregate percentage share of BCED for the bridge construction costs and its related support structures exceed \$375,000.

If the bridge is substantially completed but the amount of BCED's share of said costs cannot be determined by the City and included in the assessment roll prior to October 15, 1989 (the date when such assessment roll must be submitted to Ramsey County), and BCED does not pay the amount due by it within the required thirty (30) day period following billing as hereinabove provided, then the total amount of BCED's percentage share shall be increased by a late payment factor of nine percent (9%), and such increased total shall be included as a new total in the

assessment roll in the following year (however, if the assessment has previously been included in the assessment roll, only the additional 9% shall be added in the following year). The City may in addition add such interest and service charges as are legally, normally and customarily applicable to all other assessments (except that no additional late payment charge or interest shall be payable unless BCED fails to pay the assessment on time as required by law). The assessment hereunder shall be fixed in the assessment roll for collection together with real estate taxes and other assessments, provided that this particular assessment shall be collected in one year, and shall not be spread over any longer period.

Provided that BCED has paid its share of bridge construction costs to the City, the City shall hold BCED and the Trade Center harmless from and against any mechanics' liens, or other liens or claims or charges against BCED or the Trade Center for constructing the skyway bridge.

2. Support Structures for the Bridge Within Buildings Over Private Property. BCED shall pay all of the costs for the provision of necessary bridge support structures in the Trade Center as provided above, except that BCED shall not be responsible for increased costs for support necessitated by entry of the bridge into the Trade Center which is not substantially perpendicular to the vertical plane of the wall at the point of connection.

3. Bridge HVAC, Lighting, Drainage Systems. The skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical, electrical and roof drainage systems (including HVAC) of the bridge shall be tied into the respective systems of the Trade Center, which systems shall be of sufficient capacity to serve the bridge, except that nothing herein shall require BCED to increase its HVAC capacities in the Trade Center above presently existing capacities. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the Trade Center building, and the connections of these lines to the said building systems shall then be connected by BCED. The skyway bridge shall also include finishing at skyway bridge ends, an independent pier support inclusive of finishes, a linear metal ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose the skyway bridge, a roof skylight, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph are a part of the total design and construction costs for the bridge.

4. City Assignment of Warranties. The City will include a provision in its contract with the general contractor for the design and construction of the skyway bridge whereby the contractor consents to the assignment of warranties and rights

under said contract to the owners of the buildings abutting the bridge, and the City upon request shall assign such warranties to said owners upon bridge completion in accordance with said contract without relinquishing its own rights under such warranties and rights; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the architect and/or contractor(s) or others arising from faulty design or construction of the skyway bridge, and in connection therewith the City will assign to said owners, upon their request, all rights and causes of action related thereto. The City agrees to assign to BCED upon request all warranties on machinery and equipment, if any, installed in connection with the bridge construction, without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment. The City agrees to use its good faith best efforts to have the architect and contractor(s) design and construct the bridge and install the equipment therein in a good and workmanlike manner and free of defects and in accordance with the approved plans and specifications. In connection therewith the City shall cause such inspections to be made as it deems necessary to accomplish the foregoing.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

5. Concourse Access. BCED shall at its expense construct and be responsible for pedestrian concourses and for vertical access facilities to the bridge in the Trade Center in accordance with this Agreement, the Development Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be as described and shown on Exhibit B attached hereto.

6. Concourse Construction. All costs and expense in connection with the construction of the pedestrian concourse areas within the Trade Center serving the skyway bridge, and access thereto, shall be borne by BCED.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. BCED hereby agrees to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the Trade Center located in accordance with Exhibit B attached hereto. The Authority agrees that it will simultaneously execute and deliver a similar grant of easement as to that property upon which the Ramp is located and to which it holds fee title. Said easements to be granted shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the Trade Center and the Ramp for purposes of pedestrian

ingress, egress, and transit. The City may limit the public's rights therein for such reasonable police measures regarding open hours and the closing of all or part of the said pedestrian skyway system as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. Nothing contained herein or in the Grant of Easement attached hereto as Exhibit A shall prohibit or limit the right of BCED, its employees, agents, tenants, subtenants, contractors, subcontractors, licensees and invitees, and their respective employees, agents, subtenants, contractors, subcontractors, licensees and invitees, and their respective successors and assigns, to continuously use the portion of the pedestrian skyway system within the Trade Center for access, pedestrian ingress, egress and transit. Such pedestrian skyway system and pedestrian concourses located within the Trade Center shall also be subject to temporary closure by BCED for repairs and shall also be subject to relocation by BCED as described in said Exhibit A. It is agreed by all parties that the skyway bridge herein and the pedestrian concourses provided for in the Ramp and in the Trade Center shall be open for public ingress, egress, and transit from 6:00 A.M. to 2:00 A.M., seven days a week, but nothing herein shall prohibit the respective property owners from opening such facilities for longer hours. These hours are subject to revision by mutual agreement between the City and the respective property

owner(s), and subject to the general power of the City to prescribe System hours by ordinance.

8. Future Easements. BCED hereby agrees, in the event of a bridge for pedestrian skyway purposes is built across Wabasha Street to connect Block 25, it will grant an additional easement and enter into a separate skyway agreement as required by the terms of the Development Agreement.

9. Trade Center Description. The public easement provided for herein through the Trade Center shall be located in accordance with Exhibit B, located on three levels as described therein, and shall provide access to the skyway bridge over Seventh and vacated Ninth Streets, the skyway bridge over Cedar Street, and in the event a new Wabasha Street bridge is built, over Wabasha Street.

10. Width of Easement. The public easement provided for herein shall be continuously at least twelve (12) feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the building is such that a width of twelve (12) feet is not now available, if any, where it may be smaller.

11. Easement Survey; Easement Relocation. The City shall at its expense cause the public easements to be more particularly described by a registered land surveyor following completed construction of the pedestrian concourse areas. BCED has the right to review the completed survey for accuracy and any errors

shall be corrected at the City's expense. BCED may, at its option and in accordance with the provisions of that certain Skyway Letter of Understanding dated July 3, 1985, by and among the City, the Authority and BCED's predecessor, Oxford Development Minnesota, Inc., relocate and substitute the easement areas herein granted. To the extent any such relocation and substitution is made at the request of BCED, BCED shall be responsible for the cost of all necessary survey work performed in connection therewith. It is acknowledged by the parties hereto that BCED has, in accordance with said Skyway Letter of Understanding, excluded "40% of the gross floor area within the public and private related concourse area."

12. Easements Public and Subject to Law. BCED and the Authority agree that the pedestrian concourse and access area within the easements herein described shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern, except that the easements granted herein shall only be used by the City for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of BCED and the Authority.

13. Waiver of Share in Damages. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Trade Center by condemnation or by transfer under the threat of

condemnation. Said waiver applies to the easements through the Trade Center but not to the skyway bridge or its end portions within adjacent parts of the Trade Center and Ramp. In the event the said bridge is so taken and BCED retains title to all or a substantial part of the Trade Center, the City shall use the condemnation proceeds to relocate and rebuild the skyway bridge in a manner reasonably acceptable to both BCED and the City. The cost of such relocation and rebuilding in excess of the condemnation proceeds shall be shared equally by the City and BCED.

14. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between the Trade Center and the Ramp shall at all times be owned by the City of Saint Paul and the skyway bridge shall not constitute property leased, loaned, or otherwise made available to second parties, or any one of them (within the meaning of Chapter 272.01(3) of Minnesota Statutes), it being understood that the skyway bridge is intended to benefit the public generally.

OPERATION, MAINTENANCE AND REPAIR

15. City Transfer of Plans, Drawings, Etc. The City shall transfer to BCED copies of all plans, specifications, drawings, operating manuals, written warranties, etc. (including all such documents as are 'marked-up' and 'as-built'), and any other documents necessary or useful in the maintenance, repair, and operation of the skyway bridge structure and the electrical,

drainage, and HVAC facilities located in and serving the skyway bridge.

16. Scope of Maintenance; Approval of Modifications.

Following the substantial completion of the design and construction of the skyway bridge in accordance with the approved plans and specifications, BCED and the Authority further agree to provide the necessary repair, maintenance, and operation of the skyway bridge and its integral parts, including electrical, drainage, and HVAC facilities in and serving the skyway bridge, at their sole expense, without cost to the City. Such maintenance shall be to a reasonable standard of safety and cleanliness (substantially equivalent to that presently maintained in the Trade Center or to other first class commercial/retail buildings located in Minneapolis and Saint Paul) and shall include, but not be limited to, glass, floor, hardware, and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Except for routine repairs and replacement or when an emergency situation requires rapid action, the City shall be furnished with plans and specifications for all additions, alterations, or nonroutine repairs and nonroutine replacements to the skyway bridge, which plans and specifications shall be subject to the City's reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove

such plans or specifications, whether preliminary or final, within thirty (30) calendar days following receipt of such plans and specifications shall be deemed approval. For purposes hereof, and notwithstanding any other provision herein to the contrary, any repair or replacement costing less than \$5,000 shall be deemed routine, and shall not require that plans and specifications thereof be submitted to the City, nor shall the City's approval thereof be required.

17. BCED and the Authority Agreement to Maintain. BCED and the Authority hereby agree to share equally the maintenance, operation and repair costs and responsibilities for the skyway bridge, its integral parts and related equipment, all as more fully described in Section 16 hereof. The actual maintenance, operation and repair shall be performed by BCED, and the Authority shall reimburse BCED for one half the cost thereof. Such costs shall be billed to the Authority no more often than monthly, and shall be paid by the Authority to BCED within thirty (30) days of the date of billing. Payments not made within said thirty (30) day period shall accrue interest at the rate of 12% per annum. It is agreed that BCED will provide, at no cost to the Authority, Ramp Tenant or City, all necessary systems and equipment (except that equipment to be located in the bridge) to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge, provided however, that the cost of all actual utility usage in connection therewith shall be

shared equally by BCED and the Authority. BCED shall in no event be liable for damages of any nature whatsoever to the City, the Authority, the Ramp Tenant, or any other person, party or entity for interruption or unavailability of such utility services, and BCED shall not be required to increase its HVAC capacities in the Trade Center above presently existing capacities.

18. Maintenance of the Concourse and Carpet. BCED hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Trade Center to a reasonable standard of safety and cleanliness and to pay the costs thereof; and the Authority similarly so agrees with respect to the pedestrian concourse in or on the Ramp. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, the City shall be furnished with both preliminary and final plans and specifications for all additions, or major repairs and major replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within thirty (30) calendar days after receipt of such plans and specifications shall be deemed approval. If BCED or the Authority use or install carpet or other less durable flooring material for concourse corridors,

such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined jointly by the City and either BCED or the Authority for their respective corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld or delayed.

19. Failure to Maintain, Remedies. If the Authority or BCED fail to adequately maintain, repair, and operate the said skyway bridge as required herein or either of them fail to adequately maintain, repair and operate the pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness as required herein, and such failure continues for a period of thirty (30) calendar days after receipt by the defaulting party or parties of written demand from the City specifying with reasonable detail the said failures and the actions to be taken to cure the same, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the reasonable cost incurred by the City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting party or their sureties as applicable; provided, however, that the City retains the right to assess such costs against either defaulting party or both as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the thirty (30) day

notice by the City cannot reasonably be remedied within thirty (30) calendar days, then the thirty (30) day period shall be extended by the City for such additional period of time as may be reasonably necessary for curing the condition.

20. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose except as may be approved by BCED (as it relates to activities in the Trade Center) or permitted under Section 140.06 of the St. Paul Legislative Code. Permanent store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of the City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs, directories for the Trade Center, or signs erected within the Trade Center approved by BCED for the tenants occupying spaces within the Trade Center. Skyway directional signs in the Trade Center shall be the same as now used elsewhere in the System, or if changed, shall be subject to approval by BCED. Plans for all permanent signage within the easements areas and not expressly otherwise permitted herein shall be submitted to the City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System or in the Trade Center, is not

confusingly similar to the skyway directional signs, and is consistent with good design practices.

SURETY BONDS AND INSURANCE

21. **\$200,000 in Surety Bonds; Contractor's Insurance.** BCED and the Authority shall each furnish and maintain, or cause to be furnished and maintained, separate and individual surety bonds in the amount of \$100,000 each for the skyway bridge to and in favor of the City, as obligee, conditioned that said entities shall indemnify and hold harmless the City against its respective share of all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridge, its integral parts and related equipment, and further conditioned upon the respective property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair of the skyway bridge, which surety bonds shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services for the City. The cost of each of such bonds shall be paid by BCED and the Authority (or its tenant), respectively, for their own bonds. Notwithstanding the foregoing to the contrary, so long as the Authority is the owner of the Ramp, the Authority may elect to self-insure and not obtain the foregoing described surety bond, however, any such election shall not limit or amend the

Authorities' obligations to observe and perform its responsibilities and obligations hereunder. The City shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1 herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4., General Conditions, and Section 6., Special Conditions of the construction contract.

22. Skyway Hazard, Liability Insurance Cost Shared.

Insurance required by paragraph 24 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by BCED and the Authority and shall be shared equally in accordance with the agreement for the sharing of operating, maintenance and repair costs by and between BCED and the Authority.

23. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the pedestrian concourse in the easement areas as provided for herein shall be a maintenance cost to be assumed respectively by BCED and the Authority for the portions of the pedestrian concourse located within their respective properties.

24. Amount of Insurance. BCED and the Authority shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for their respective portions of the pedestrian concourses located within their respective properties, with a duly licensed insurance company, wherein the City shall be designated as additional insured, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000 in any single accident, for personal injuries, including death, \$600,000 for each occurrence. Such minimum amounts shall be subject, upon a sixty (60) days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City, BCED and the Authority from time to time. All insurance proceeds for damage to or destruction of the skyway bridge shall be available to and used by BCED and the Authority for purposes of repairing and rebuilding the skyway bridge.

DIRECTIONAL SIGNS

25. Approval, Cost of Signs. The location of directional or other skyway signs that may be installed in the pedestrian concourse herein shall be determined by the City after

consultation with and approval of the owner of the building wherein the signs are to be located. Such signage shall be consistant with other such signage in the System. The City shall pay the initial cost of such signs. The cost of installing, including electrical connections and mounting hardware (pendants, or ceiling channel, and support above ceiling) shall be considered part of the cost of construction of the concourse, the liability for the payment of which shall be governed by paragraphs 5 and 6 hereinabove. The cost of operating, maintaining, and repairing the directional signs shall be borne by the parties on whose properties such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by the City unless the change has occurred at the request or by the action of the party on whose property said signs are located, in which event such party shall pay all such costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence.

BINDING OBLIGATIONS

26. **Subject to City Codes.** The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourses, they shall be bound by all City codes and ordinances

governing the System, insofar as they are applicable by force of law, except that usage of the pedestrian easement areas which is in conflict with the Grant of Easement as set forth in Exhibit A cannot be expanded or modified without the prior written consent of the owner of the property affected.

27. Successors and Assigns Bound. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

28. BCED and Ramp Agreement Not Affected. It is understood that this Agreement does not govern or amend the relationships and agreements by and between BCED, the Authority and Ramp Tenant, themselves to each other as evidenced by other written agreements or contracts, other than the requirements of paragraphs 21 through 24 above, which shall govern in the case of conflict. The Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in the Ramp to perform the agreements and obligations imposed by this Agreement upon the Ramp Tenant or its successor. The Authority may, by written agreement with the Ramp Tenant, cause the Ramp Tenant to assume and perform all or some of the Authority's

obligations and duties hereunder, however, such assumption shall not relieve the Authority of liability to perform and observe the same.

29. Agreement Survives Conveyance, Is Not Merged. This Agreement shall survive conveyance and delivery of the Grants of Easement provided for herein and shall not be considered merged therein.

30. Owners Retain Property Rights; Obligations Conveyed. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying, and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed; provided that the owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) thereafter arising under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to lessors, lessees, sublessors, and sublessees.

31. Effective Date of Obligations - Skyway. The City represents to BCED and the Authority that it has, as of the date hereof, inspected the completed skyway bridge and that it has been constructed in accordance with the approved plans and specifications, as modified and amended. All obligations and duties hereunder with respect to the skyway are effective upon the date of execution of this Agreement.

32. Effective Date of Obligations - Concourse. All other obligations and duties hereunder with respect to the pedestrian concourse areas are effective upon the date of execution of this Agreement.

33. Notices - Address. Any notice to the parties hereunder shall be considered sufficiently delivered if mailed, by registered or certified mail, postage prepaid, as follows:

a. To: City of Saint Paul
Department of Public Works
Sixth Floor, City Hall Annex
25 West Fourth Street
St. Paul, MN 55102
Attn: Director

and

HRA/City of Saint Paul, Minnesota
13th Floor, City Hall Annex
25 West Fourth Street
St. Paul, MN 55102
Attn: Executive Director

and

City of Saint Paul
Department of Finance
and Management Services
Room 234, City Hall
St. Paul, MN 55102
Attn: Director

b. To: BCED Minnesota Inc.
1500 Meritor Tower
444 Cedar Street
Saint Paul, MN 55101
Attn: General Manager

A party may, by written notice, designate a different address to which notices to it shall be directed.

SAVINGS CLAUSE

34. **Skyway Policy Pertinent.** The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit D, is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and pedestrian concourse areas constructed pursuant to this Agreement. In the event any provision of the General Policy Statement conflicts or is inconsistent with this Agreement, this Agreement shall supersede and be controlling.

35. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation or enlargement of the scope of the particular paragraphs or sections to which they apply.

In Witness Whereof, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF SAINT PAUL

Approved: _____

[Signature]

By *[Signature]*
Its Mayor

By *[Signature]*
Its Director, Department of Finance and Management Services

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA**

By *[Signature]*
Its Chairperson

By *[Signature]*
Its Secretary

By *[Signature]*
Its Executive Director

By _____
Its _____

APCOA, INC.

By Conrad A. Kinsing
Its SE. V. P.

BCED MINNESOTA INC.

By Thomas M. Clarent
Its VICE PRESIDENT

By Lyttia M. Sutiford
Its ASSISTANT SECRETARY

NOTED BY AUDITOR

1-9 1991

LOU MCKENNA

Auditor, Ramsey County, Minnesota

By [Signature]

GRANT OF EASEMENT

WHEREAS, BCED Minnesota Inc., a Minnesota corporation, hereinafter called "Grantor," is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1, attached hereto, hereinafter called "Grantor's Property;" and

WHEREAS, Grantor has agreed pursuant to that certain Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge Over Seventh Street Between Wabasha and Cedar Streets and Associated Pedestrian Concourses dated as of August 1, 1990 by and among the City of Saint Paul, Minnesota, the Housing and Redevelopment Authority of the City of Saint Paul and Grantor (hereinafter the "Agreement") to grant to the City of Saint Paul an easement for purposes of pedestrian ingress, egress, and transit (all as described below) on and across a portion of Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System."

NOW, THEREFORE, in pursuance of the Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian ingress, egress, and transit (all as described below) on, over and across that portion of the Grantor's Property and the structures thereon, described as:

See Exhibit 2, attached hereto and incorporated herein, the easement area subject hereto being shaded on said Exhibit 2, all subject to amendment hereof at such time as an "as built" survey has been completed to more particularly and legally describe such easement area,

all of which easement areas described and shown on Exhibit 2 shall be collectively referred to as the "easement area."

The easement area is expressly herein made subject to such reasonable policy regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

The public's right herein to pedestrian ingress, egress, and

transit, in and through the easement area granted to City herein, shall also be, and hereby is, made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement area within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors and assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement area, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress, and transit in the City's easement during the hours so agreed or legislated.

Notwithstanding anything to the contrary herein, the easement granted herein shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement area conditioned upon the grant of a new easement which shall permit the continuity of the System, and on the further condition that the new easement area shall be installed (following as short a period of closing off the easement area for construction purposes as is reasonably possible) at the sole cost and expense of the Grantor, and on the further condition that no change in the easement area location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably withheld or delayed, and upon the further condition that said new easement shall, upon request of City, be surveyed and described by a registered land surveyor at the expense of Grantor.

Notwithstanding anything to the contrary herein, the easement granted herein shall be limited to the life of the improvements constituting the System and shall terminate upon the happening of either of the following events:

A. In the event any easement granted herein is vacated, abandoned, or discontinued in the manner permitted by law.

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such buildings shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area, and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor shall be responsible for providing for the cost of any repairs, improvements, and to the extent required herein, replacements of the easement area as described herein, all in accordance with the terms of the Agreement, which Agreement is incorporated herein by reference, it being understood that the aforesaid covenant shall run with the land.

TO HAVE AND TO HOLD said easement for pedestrian ingress, egress, and transit until the System is vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

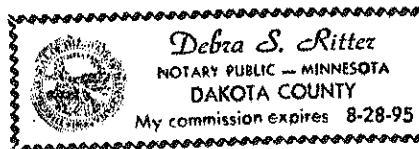
IN WITNESS WHEREOF, Grantor has hereunto set its hand as of the 1st day of August, 1990.

BCED MINNESOTA INC.

By Thomas M. Clair
Vice President

And Cynthia M. Britz
Assistant Secretary

STATE OF MINNESOTA)
 DAKOTA) SS.
COUNTY OF ~~RAMSEY~~)



On this 28th day of August, 1990, before me, a Notary Public in and for said County, appeared Thomas M. Clairmont and Cynthia M. Whitford to me personally known, who, being, by me duly sworn, did say that they are respectively the Vice President and Assistant Secretary of BCED Minnesota Inc., a Minnesota corporation, said Grantor, and that Thomas M. Clairmont and Cynthia M. Whitford acknowledged that said instrument was the free act and deed of said Grantor.

Debra S. Ritter
Notary Public

Exhibit 1

Grantor's Property: That certain real property located in Ramsey County, Minnesota,
described as follows:

PARCEL 1: (Torrens)

Lots 1 and 2. Pfeifer's Place Plat 1. Lots 1,2,3 and 4. Pfeifer's Plat 2.

Those parts of Lots 1 to 7, inclusive and that part of Lot 17, all in Block 12, Bazil and Guerin's Addition to Saint Paul, all described as commencing at the most Northerly corner of Lot 1, Pfeifer's Place Plat 1; thence Westerly along the Northerly line of said Lot 1 a distance of 58/100 feet to the actual point of beginning of the land herein described; thence Westerly along a tangential curve concave to the North having a radius of 505.44 feet a distance of 217.23 feet; thence Westerly along a reverse curve concave to the South having a radius of 419.44 feet; a distance of 123.37 feet to an intersection with the Westerly line of said Lot 6; thence Southerly along the Westerly line of said Lots 6 and 7 a distance of 80.63 feet to the most Westerly corner of Lot 1; Pfeifer's Place Plat 2; thence Easterly along the Northerly line of said Pfeifer's Place Plat 2 and along the Northerly line of Pfeifer's Place Plat 1 to the actual point of beginning.

PARCEL 2: (Abstract)

Lots 11 and 12, Block 12, Bazil and Guerin's Addition to St. Paul:

All of Lots 13 and 14, Block 12, said Bazil and Guerin's Addition to St. Paul, except that part described as follows:

Commencing at the Southeasterly corner of said Lot 13 at the corner of 7th and Cedar Streets; running thence from said point on the Northerly side of said 7th Street in a Southwesterly direction 66 feet; thence at right angles with said 7th Street in a Northwesterly direction 100 feet, more or less, to the North line of said Lot 14; thence along last mentioned line 66 feet to Cedar Street; thence along Cedar Street 100 feet, more or less, to the point of beginning;

All of Lot 15, Block 12, said Bazil and Guerin's Addition to St. Paul, except that part described as follows:

Beginning at the Northeast corner of said Lot 15; thence Southwesterly along the Northerly line of said lot a distance of 64.66 feet; thence Southeasterly in a straight line parallel with the Easterly line of said lot a distance of 49.803 feet to the Southerly line of said lot; thence Northeasterly along the Southerly line of said Lot 15, to the Southeast corner of said lot; thence Northwesterly along the Easterly line of said lot a distance of 49,806 feet to the Northeast corner of said lot and the point of beginning;

All of Lot 16, Block 12, said Bazil and Guerin's Addition to St. Paul, except that part of said Lot 16 embraced within Pfeifer's Place Plat 1.

PARCEL 3: (Abstract)

The Easterly 66 feet of Lots 13 and 14, Block 12, Bazil and Guerin's Addition to St. Paul, more particularly described as follows:

Commencing at the Southeasterly corner of Lot 13 at the corner of 7th and Cedar Streets; running thence from said point on the Northerly side of said 7th Street in a Southwesterly direction 66 feet; thence at right angles with said 7th Street in a Northwesterly direction 100 feet, more or less, to the North line of said Lot 14; thence along last mentioned line 66 feet to Cedar Street; thence along Cedar Street 100 feet, more or less, to the point of beginning.

and

That part of Lot 15 in Block 12, Bazil and Guerin's Addition to Saint Paul, described as follows:

Beginning at the Northeast corner of said Lot 15; thence Southwesterly along the Northerly line of said lot a distance of 64.66 feet; thence Southeasterly in a straight line parallel to the Easterly line of said lot a distance of 49.803 feet to the Southerly line of said lot; thence Northeasterly along the Southerly line of said Lot 15 to the Southeast corner of said lot; thence Northwesterly along the Easterly line of said lot a distance of 49.806 feet to the Northeast corner of said lot and the point of beginning, according to the plat of Bazil and Guerin's Addition to the City of Saint Paul.

PARCEL 4: (Torrens)

That part, to be vacated, of East 8th Street, as now opened, which lies Northeasterly of the following described Line 1 and lying Southwesterly of the following described Line 2:

Line 1:

Commencing at the most Northerly corner of Lot 1, Pfeifer's Place Plat 1; thence Westerly along the Northerly line of said Lot 1 a distance of 0.58 feet; thence Westerly along a tangent curve concave to the North having a radius of 505.44 feet a distance of 217.23 feet; thence Westerly along a reverse curve concave to the South having a radius of 419.44 feet, a distance of 123.37 feet to a point of intersection with the Westerly line of said Lot 6, said point of intersection being distant 80.63 feet Northerly of the most Westerly corner of Lot 1, Pfeifer's Place Plat 2, as measured along the Westerly line of Lots 6 and 7, said Block 12, and there terminating.

Line 2: (Torrens)

Commencing at the most Westerly corner of Lot 1. Pfeifer's Place Plat 2; thence on an assumed bearing of N34 53'50"W along the Westerly line of Lots 7 and 6, said Block 12 a distance of 60.80 feet to the actual point of beginning of said Line 2; thence N55 09'52"E a distance of 51.83 feet; thence Easterly along a tangential curve concave to the South having a radius of 266.00 feet for a distance of 27.76 feet, more or less, to its intersection with the above described Line 1, said point of intersection being the beginning of the part of East 8th Street to be vacated; thence continuing Easterly along said curve concave to the South, having a radius of 266.00 feet for a distance of 99.29 feet; thence N82 31'51"E a distance of 18.59 feet; thence Easterly along a tangential curve concave to the North having a radius of 294.00 feet for a distance of 33.42 feet, more or less, to its intersection with the above described Line 1 and there terminating.

All according to the recorded plats, thereof on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

Note for information: Said parcel is only a proposed parcel description and is subject to amendment to reflect the legal description contained in the resolution vacating East 8th Street.

PARCEL 5: (Torrens)

All that part of East Seventh Place (formerly East Seventh Street) lying between the northerly extensions of the Southwesterly and Northeasterly lines of Block 6, City of Saint Paul, commonly referred to as Saint Paul Proper, except the Southerly 30 feet thereof, as vacated by City Council Resolutions No. 274340 and No. 85-104.

PARCEL 6: (Torrens)

That part of Lots 1, 4 and 5, in Block 6, City of Saint Paul, commonly referred to as "Saint Paul Proper", which lies Northwesterly of the following described line:

Commencing at the most Westerly corner of Lot 8, said Block 6; thence Southeasterly along the Southwesterly line of said Lot 8, a distance of 7.77 feet to the point of beginning of the line to be described; thence Northeasterly to a point in the Northeasterly line of said Block 6, said point being 1.25 feet Southeasterly from the most Northerly corner of said Block 6, and there terminating (hereinafter referred to as "Line A"); together with the Southerly 30 feet of East Seventh Street adjoining said Lots 1, 4 and 5, the Westerly 40 feet of Cedar Street lying between the extensions across it of the Northwesterly line of Block 6 and Line A, and the Southwesterly corner of the intersection of East Seventh Street and Cedar Street, adjoining said parcels.

PARCEL 7: (Torrens)

That part of Lot 6 and the Northerly 90 7 12 feet of Lots 7 and 8, Block 6, City of Saint Paul, commonly referred to as "Saint Paul Proper", which lies Northwesterly of the following described line:

Commencing at the most Westerly corner of said Lot 8, Block 6, thence Southeasterly along the Southwesterly line of said Lot 8, a distance of 7.77 feet to the point of beginning of the line to be described, thence Northeasterly to a point in the Northeasterly line of said Block 6, said point being 1.25 feet Southeasterly from the most Northerly corner of said Block 6, as measured along said Northeasterly line of Block 6, and there terminating (hereinafter referred to as "Line A"); together with the Easterly 30 feet of Wabasha Street lying between the extensions across it of the Northeasterly line of said Block 6 and Line A, and the Southerly 30 feet of East Seventh Street adjoining said Lots 6, 7 and 8, and the Southeasterly corner of the intersection of Wabasha Street and East Seventh Street, adjoining said parcels.

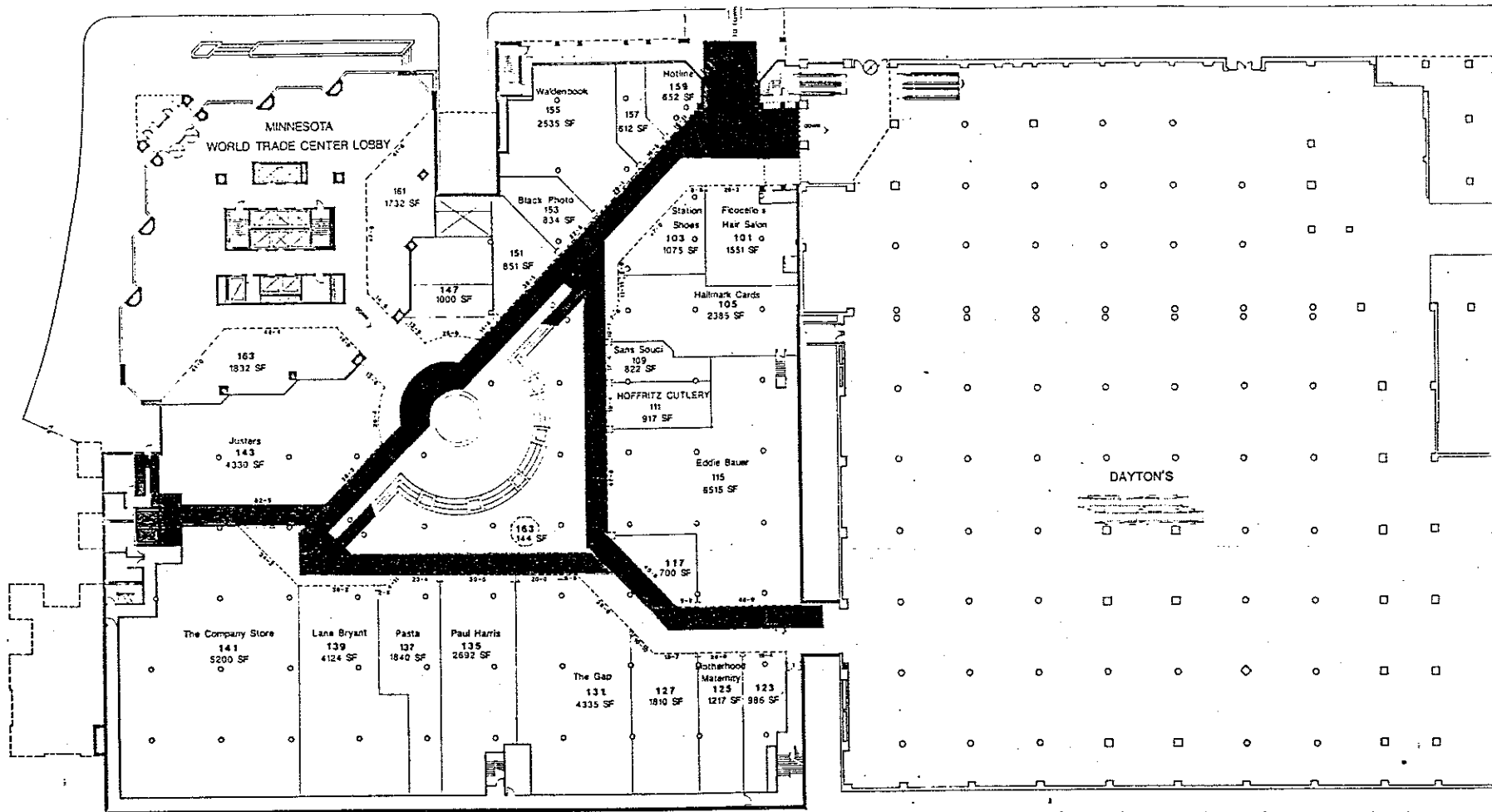


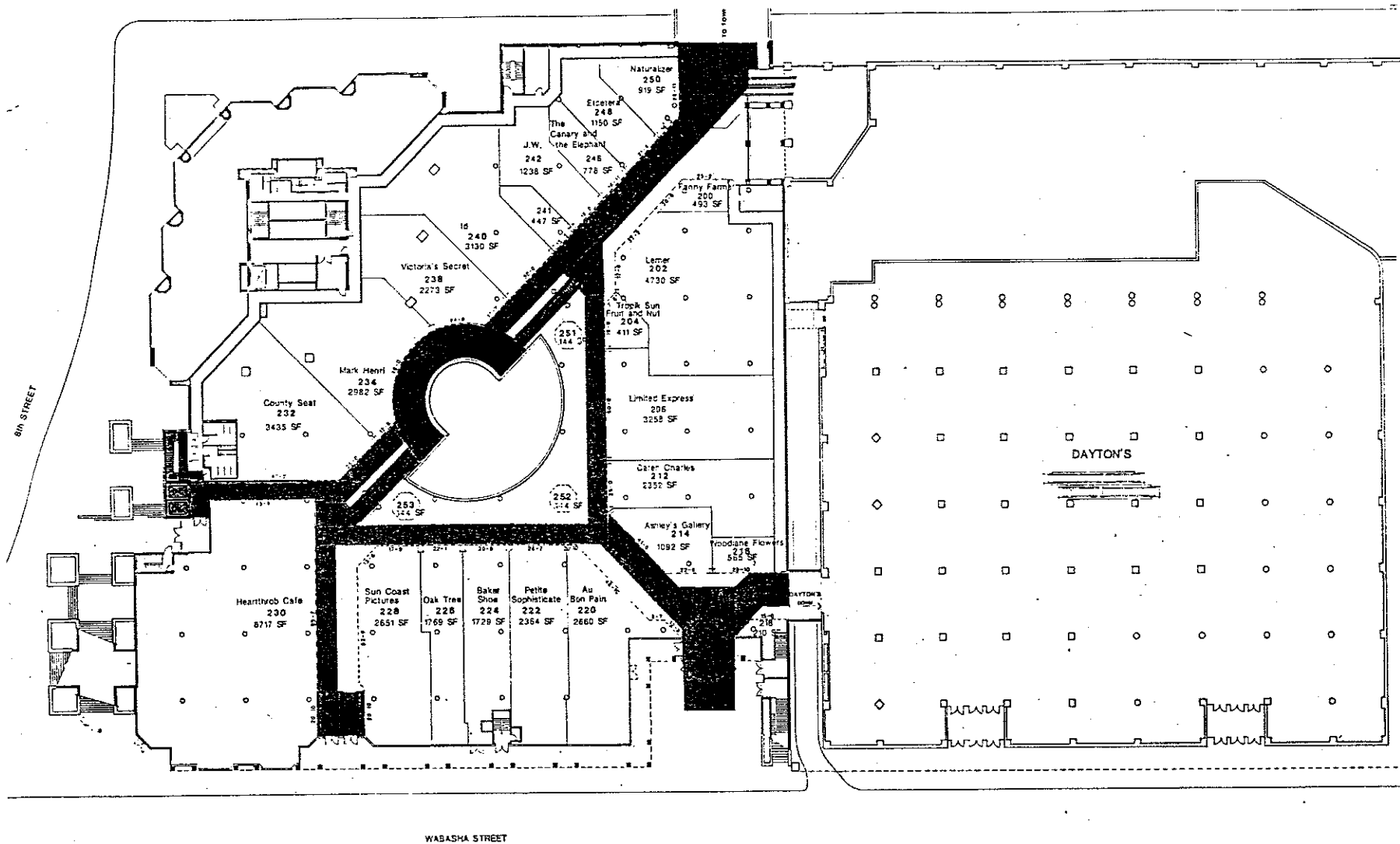
Exhibit 2

RETAIL LEVEL 1

MINNESOTA WORLD TRADE CENTER

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RETAIL LEVEL 2



Easement Area



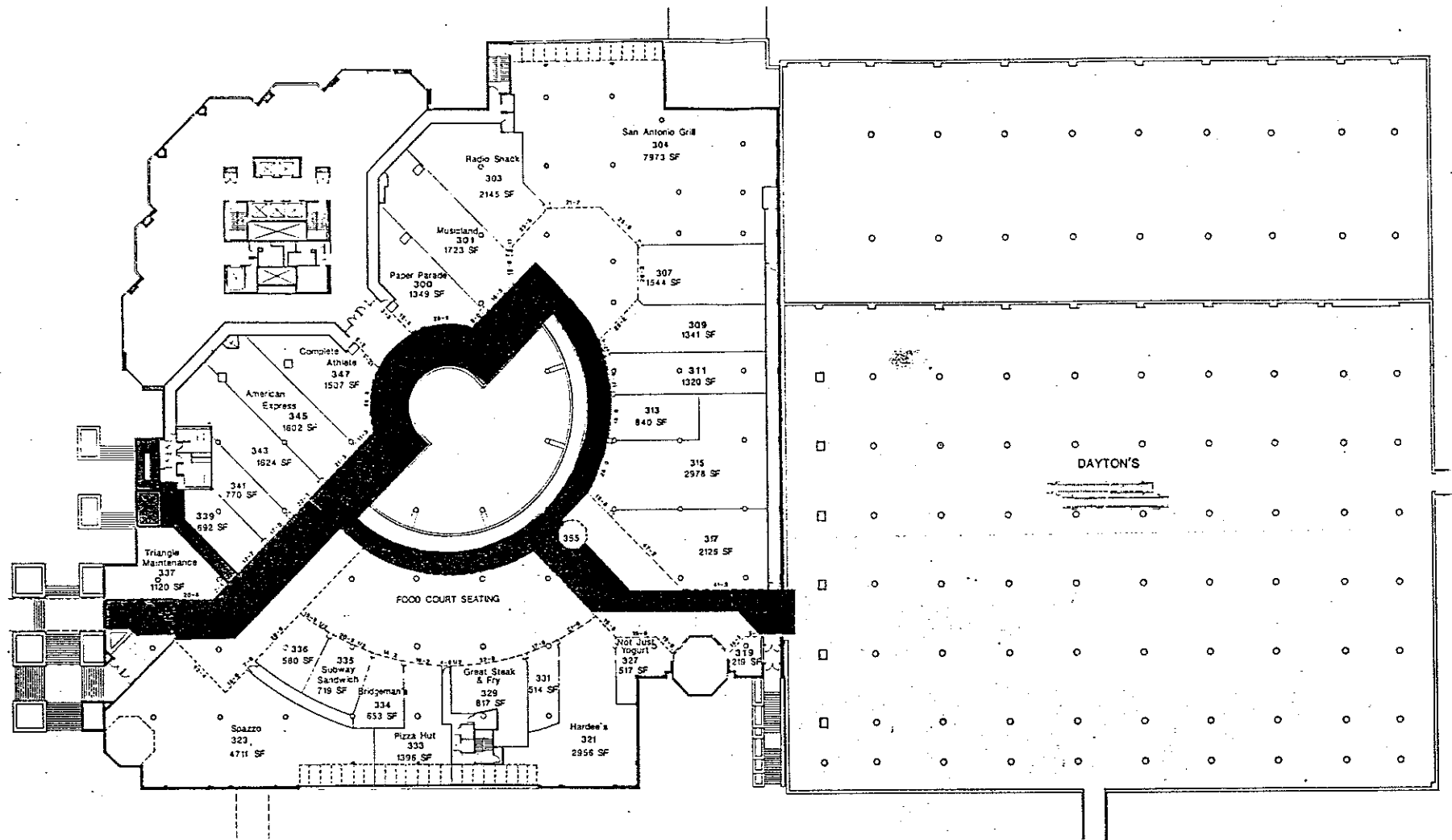
0 10 20 30 FT
NOT TO SCALE

MINNESOTA WORLD TRADE CENTER

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BCE Development Properties



RETAIL LEVEL 3

MINNESOTA WORLD TRADE CENTER

Prepared by Shea Architects Inc. APRIL 1990 COMM. NO. 1145

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